



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on June 1, 2017. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This tenancy started on March 1, 2017 as a 3 month fixed term tenancy with an expiry date of May 31, 2017. The Tenancy agreement states the Tenant has to move out at the end of the fixed term or May 31, 2017. Rent is \$1,875.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$937.50 in January 1, 2017 and a pet deposit of \$937.50 on January 6, 2017.

At the start of the hearing the Landlord said the Tenant moved out of the unit in late May, 2017 but the Tenant left some debris, garbage and some belongings in the rental unit. As well the Landlord said some of the Tenant’s friends were in the unit but they have now left as well. The Landlord said she is still requesting an order of possession in case the Tenant comes back.

The Landlord also requested to recover the filing fee of \$100.00 from the Tenant.

Analysis

Section 44(b) says a landlord may end a tenancy if the tenancy agreement has an end date in the tenancy agreement and the parties acknowledge the end date by initialling the clause in the tenancy agreement.

The Landlord has submitted the tenancy agreement and the end date clause is included and is initialled by both the Landlord and the Tenant. The end date is May 31, 2017. I accept the Landlord's testimony and evidence that the tenancy ended on May 31, 2017 and as the Tenant has left belongings in the rental unit I award an Order of Possession to the Landlord effective two days after service of the Order on the Tenant.

I also find that as the Landlord was successful in this matter she is entitled to recover the filing fee of \$100.00 for this proceeding from the Tenant. I order the Landlord to retain \$100.00 from the Tenant's security deposit as full payment of the filing fee for this proceeding.

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 18, 2017

Residential Tenancy Branch